REMARKS

Claims 29-48 stand rejected in the office action dated March 27, 2009 in view of
Excel (Microsoft® Excel 2000, Copyright (c) 1985-1999 Microsoft Corp.), ("Excel").
Applicants have amended claims 29, 30, 32, 33 and canceled claim 34.

Applicants request reconsideration and withdrawal of the rejection based on the
foregoing amendments and the following remarks.

35 U.S.C. §102 Rejection

Claims 29-37 stand rejected under 35 U.S.C. §102(b) as being unpatentable in view of
Excel (Microsoft® Excel 2000, Copyright (c) 1985-1999 Microsoft Corp.), ("Excel").
Independent claim 29 is directed to maintaining a relationship between components on a grid
canvas. In particular, the claims recite a gridline and a user-interface element and the
relationship between each.

Applicants submit that the claims, particularly as amended, patentably define over
Excel. In particular, Excel does not teach each and every one of these elements and,
moreover, the synthesis of the recited elements is novel and patentably defines over Excel.

As amended, independent claim 29 further recites that the gridlines define rows and
columns that form multiple cells such that the user-interface element spans the multiple cells
on the canvas. At least four gridlines that form the multiple cells make up a bounding box.
A relationship between the user-interface element and the bounding box is defined by four
margins, each margin respectively defining a distance between the user-interface element and
one of the four gridlines. If a modification is made to any of these components, a bi-
directional relationship is maintained between the user-interface element and the bounding
box in accordance with the relationship such that the components are redefined to reflect both
the modification and the relationship. The user-interface element is attached within the
bounding box based on the relationship and the attributes of the attachment is redefined as
necessary when a modification is made.

By contrast, Excel does not have the ability to define four margins with respect to a
user-interface element that spans multiple cells, each margin respectively defining a distance
between the user-interface element and one of the four gridlines, where the cells are defined

using fixed, auto, percentage, or weighted values, where four margins are defined. As a result, Excel does not have the ability to attach an element to any of the four sides of a bounding area while incorporating the four margins and modifying the attachment if a modification is made to components on the grid canvas.

Applicants submit that Excel's anchoring scheme does not correspond to the claimed attachment of an element to any of the four sides of a bounding area and, at the same time, incorporating the four margins and modifying the attachment if a modification is made to components on the grid canvas.

As acknowledged by the Examiner during an interview on 1/29/09, the cited portions of Excel were based on example screenshots taken by the Examiner from his personal experiments with Excel. Applicants have done a similar analysis of Excel and for clarity depict two examples (below) of Excel's anchoring scheme in action. The anchoring relationships are shown as the line drawn from the northwest corner. If you resize the second column to be larger, there is no way to get the object to grow with it; this lack of control in Excel's interface design is in contrast to the abilities of the claimed embodiment.

Thus, as shown above, Excel may provide the ability to anchor an image to a corner, but Excel provides no control over the anchoring process. For example, in Excel, the northwest corner of an object is always anchored to the same northwest corner of the northwest cell of the range in which it lives. The southwest corner of the object in Excel is always anchored to the northwest corner of the southwest cell in the range in which it lives. For example, in Excel there is no way to anchor an object to the center of a range of cells. Excel merely anchors to the northwest in both corners, providing for a very limited scope of anchorage and does not teach or suggest the range of anchorage covered by the claims.

By contrast, the claims provide for attaching the user-interface within a bounding box based on the relationship between the user-interface element and the bounding box, the bounding box having four gridlines that form the multiple cells that the user-interface element spans. Further, the parameters of the attachment of the user-interface element may be modified upon a modification of a component on the grid canvas such that a bi-directional relationship between the user-interface and the bounding box is maintained.

Excel simply does not teach all of the claimed elements and further, is not capable of synthesizing these elements. Thus, Applicants respectfully submit that claim 29 patentably defines over Excel. As claims 30-33 and 35-37 depend from claim 29, Applicants respectfully submit that these claims are also not anticipated by Excel for the reasons explained above, and respectfully request that the rejection of claims 30-33 and 35-37 under 35 U.S.C. § 102 be withdrawn.

35 U.S.C. §103(a) Rejection

Claims 38-48 stand rejected under 35 U.S.C. §103(a) as being obvious in view of by Excel (Microsoft® Excel 2000, Copyright (c) 1985-1999 Microsoft Corp.), ("Excel"). Independent claim 38 is directed to maintaining a relationship between components on a grid canvas. In particular, the claims recite a gridline and a user-interface element and how a bi-directional relationship is maintained between them.

With regards to claim 38, Applicants argued that Excel does not teach the recited "identifying a property set for the virtual gridline, wherein the property defines a relationship of the virtual gridline to the user-interface element on the canvas." Applicants submit that,

instead, Excel teaches setting a property *for an image*, not setting a property from the perspective *of the gridline*.

In response, the office action asserts that Excel's FIG. 7 depicts setting a property of a gridline and refers to the setting of a width to 103 pixels (office action, pg. 9). The office action asserts that the width is not a property of the image, but is a property set from the perspective *of the gridline*. Admittedly, Excel teaches setting a property for a gridline (*i.e.*, the width 103).

However, unlike the recitation in the claim, the property of the gridline *does not define a relationship of the virtual gridline to the user-interface element on the canvas*. Referring to Excel's FIG. 8, the office action asserts that changing the position of the gridline effects the user interface element, and concludes that the width 103 is therefore a property that "defines a relationship of the virtual gridline to the user-interface element on the canvas." However, this property *does not* define a relationship of the virtual gridline *to the user-interface element on the canvas*. In order to form a relationship between the gridline and the user-interface element, the *property of the image* must be set to move with cells. Thus, simply because a modification of the gridline effects the user-interface element, such that a screenshot depicts a change in the user-interface element, this is not a showing that the "width 103" property of the gridline *defines a relationship to the user-interface element*. It is not the property of the gridline, *e.g.,*width 103, that changes the image. Rather, it is the property *of the image* defined to move the image with the cells. Thus, the property that defines a relationship is defined *from the perspective of the image*.

It is not obvious to modify the basic functionality of a program so that relationships are defined from the perspective of the canvas. This is a novel concept adopted by Applicants. Admittedly, throughout the cited portions of Excel, certain properties may be set and modifications made. However, Excel does not incorporate the ability to define these relationships from the perspective of the canvas. It is improper to merely conclude an image property is the same as a gridline property. The perspective is vastly different and not accomplished from a simple modification of Excel. Applicants, on the other hand, have recognized the benefits of setting properties from perspectives of an element and/or a gridline, providing a more comprehensive approach to resizing. This is simply not taught by Excel.

Furthermore, with respect to claim 38, Applicants argued that Excel does not teach a "bi-directional" relationship as claimed. Claim 38 recites, in part:

> "wherein the relationship is bi-directional, and:
>   resizing the user-interface element will move the gridline, and
>   moving the gridline will resize the user-interface element."

The office action acknowledges that Excel does not explicitly disclose the first portion of this element: "resizing the user-interface element will move the gridline," but concludes that Excel does teach that a gridline would move around an element (by selecting the "move and size with cells" shown in FIG. 7, 9, and 10). The conclusion made by the office action is that it would have been obvious to combine the selection to "move and size with cells" shown in FIG. with a change in the size of the image via the "Size" patent as shown in FIG. 9 to result in "moving the gridline will resize the user-interface element."

However, Applicants submit that FIG. 9 does not teach that a gridline would move around an element. In particular, Applicant performed the steps referred to in the office action, and by changing the size via the "Size panel," whether or not the "move and size with cells" property is selected, it does not follow that the gridlines move. Thus, Applicants submit that movement of or resizing the image thereafter *does not* move the gridline, *i.e.*, the relationship is *not* bi-directional and Excel does not teach "resizing the user-interface element will move the gridline."

Thus, because Excel does not teach "resizing the user-interface element will move the gridline," neither explicitly nor implicitly, the Section 103 argument is missing at least half of the combination on which the rejection relies. Thus, Applicants cannot address the "obvious to combine" reference because both portions of the combination are not taught in the reference.

Because both Excel does not teach or make obvious all of the elements of claim 38, Applicants respectfully submit that claim 1 patentably defines over Excel. As claims 39-48 depend from claim 38, Applicants respectfully submit that these claims are also not anticipated by Excel for the reasons explained above, and respectfully request that the rejection of claims 38-48 under 35 U.S.C. § 103 be withdrawn.

CONCLUSION

        In view of the foregoing, Applicant submits that the present application is in condition for allowance. Reconsideration of the application and an early Notice of Allowance are respectfully requested. The Examiner is encouraged to contact the undersigned attorney, Lori Anne D. Swanson (215.564.8997) to discuss the resolution of any remaining issues.

Date: April 21, 2010   **/Lori Anne D. Swanson/**
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